

United States  
Lease Financing. Inc.



733 Front Street  
San Francisco, California 94111  
(415) 627-9276  
Telex: 278031 USLF UR

RECORDATION NO. 6035-A Filed & Recorded

SEP 15 1986 3-00 PM

INTERSTATE COMMERCE COMMISSION

September 10, 1986

Secretary  
Interstate Commerce Commission  
12th & Constitution Avenue, N. W.  
Washington, D.C. 20423

Attention: Mrs. Mildred Lee, Room 2303

Gentlepersons:

Enclosed for recordation under the provisions of Section 11303 (formerly 20c) of the Interstate Commerce Act and the regulations promulgated thereunder, as amended, is an original and three counterparts of a Release of Security Interest which document is a supplement to a Chattel Mortgage, Assignment of Rents and Security Agreement dated as of December 23, 1968. Said Agreement was filed with the Interstate Commerce Commission on December 23, 1968 and assigned ICC Recordation Number 6035.

The names and addresses of the parties to the enclosed are:

MORTGAGOR: D. E. Mundell and Donovan S. Thayer,  
Co-Trustees Under a Trust Agreement dated as of  
August 1, 1968 and United States Leasing  
International, Inc., Solely as Agent for the  
Trustees  
733 Front Street  
San Francisco, California 94111

MORTGAGEE: Continental Assurance Company  
CNA Plaza  
Chicago, Illinois 60685

The general description of the equipment is contained in the Schedules to the Security Agreement.

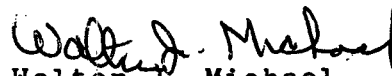
We are acting on behalf of our parent company which is the Agent for the Mortgagor, and we ourselves have knowledge of the matter set forth herein.

September 10, 1986  
Page 2

Enclosed is a remittance in the amount of \$10.00 covering the required recording fee.

Please return three recorded copies to the undersigned.

Very truly yours,

  
Walter J. Michael  
Treasurer  
415/627-9283

WJM:cb

Encl

6038

RECORDATION NO. \_\_\_\_\_ Filed &amp; Recorded

DEC 23 1968 - 10 AM

INTERSTATE COMMERCE COMMISSION

CONDITIONAL SALE AGREEMENTRECEIVED  
DEC 23 9 09 AM '68  
FEE T.C.C.  
OPERATION BR.

CONDITIONAL SALE AGREEMENT dated as of November 7, 1968 among LEASE FINANCING CORPORATION, a Pennsylvania corporation (hereinafter called the Vendor or Seller), FRAZER LEASING CORPORATION, a Pennsylvania corporation (hereinafter called the Vendee) and PENN CENTRAL COMPANY, a Pennsylvania corporation (hereinafter sometimes called the Guarantor).

WHEREAS, the Seller has agreed to sell and deliver to the Vendee, and the Vendee has agreed to purchase, the railroad equipment described in Annex A hereto (hereinafter called the Equipment); and

WHEREAS, the Vendee is executing a lease of the Equipment as of the date hereof to Penn Central Company, as lessee (hereinafter, in such capacity, sometimes called the Lessee), in substantially the form annexed hereto as Annex B (hereinafter called the Lease) and the Guarantor is willing to guarantee to the Vendor the due and punctual payment of certain sums payable by, and the due and punctual performance of all other obligations of, the Vendee under this Agreement and has joined in this Agreement for the purpose of setting forth the terms and conditions of such guaranty and making certain further agreements as hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

Article 1. Construction and Sale. Pursuant to this Agreement, the Seller will sell and deliver the Equipment to the Vendee and the Vendee will purchase from the Seller and accept delivery of and pay for (as hereinafter provided) the Equipment.

Article 2. Delivery. The Seller will deliver the Equipment to the Vendee, at the point specified in, and in accordance with, the delivery schedule set forth in Annex A hereto.

Any Equipment not delivered, accepted and settled for pursuant to Article 3 hereof on or before December 31, 1968 (unless such date is extended by the Vendee and the Vendor by appropriate written agreement), shall be excluded from this Agreement and not included in the term "Equipment" as used in this Agreement. In the event of any such exclusion the Vendor, the Vendee and the Guarantor shall execute an agreement supplemental hereto limiting this Agreement to the Equipment theretofore delivered,

accepted and settled for hereunder and a separate agreement shall be entered into between the Seller and the Guarantor providing for the purchase of such excluded Equipment by the Guarantor on the terms herein specified, payment to be made in cash on delivery of such Equipment either directly or by means of a conditional sale, equipment trust or such other appropriate method of financing the purchase as the Guarantor and the Seller shall determine.

The Equipment shall be subject to inspection and approval prior to delivery by inspectors or other authorized representatives of the Vendee (who may be employees of the Guarantor). Such inspector or representative shall execute and deliver to the Seller, in such number of counterparts or copies as may reasonably be requested, a certificate of acceptance (hereinafter called the Certificate of Acceptance) stating that such unit or units have been inspected and accepted on behalf of the Vendee.

On acceptance of each of the units of Equipment hereunder on behalf of the Vendee as aforesaid, the Vendee assumes with respect thereto the responsibility and risk of loss.

Article 3. Purchase Price and Payment. The base price per unit of the Equipment is set forth in Annex A hereto. The term "Purchase Price" as used herein shall mean the base price. If on the Closing Date (as hereinafter defined) the aggregate of the invoiced Purchase Prices for which settlement is then being made would, but for the provisions of this sentence, exceed \$1,761,500, the Seller (and any assignee of the Seller) and the Guarantor will, upon request of the Vendee, enter into an agreement excluding from this Agreement such unit or units of Equipment then proposed to be settled for, specified by the Vendee, as will reduce such aggregate invoiced Purchase Price to not more than \$1,761,500, and the Guarantor agrees to purchase any such unit or units so excluded from the Agreement from the Seller for cash on the date such unit or units would otherwise have been settled for under this Agreement.

Settlement for the Equipment shall take place on such date as may be designated by written notice from the Seller to the Vendee; the Equipment to be settled for on such date to consist of all the Equipment for which invoices and Certificates of Acceptance have been presented by the Seller to the Vendee at least five business days prior to such date (or such lesser number of days as may be agreed to by the Vendee). The Seller shall give telephone or telegraphic notice (confirmed by writing) to the Vendee and any assignee of the Seller of the date for settlement for the units of the Equipment (hereinafter called the Closing Date) describing

the Equipment to be settled for and the Purchase Price thereof not less than five business days prior to the Closing Date designated therein. The term "business days" as used herein means calendar days, excluding Saturdays, Sundays and holidays.

The Vendee hereby acknowledges itself to be indebted to the Vendor in the amount of, and hereby promises to pay in cash to the Vendor at such place as the Vendor may designate, the Purchase Price of the Equipment, as follows:

(a) On the Closing Date an amount equal to 63.1045% of the Purchase Price of the Equipment plus the amount by which 36.8955% of the Purchase Price of the Equipment exceeds \$649,915.00, and

(b) In 23 semiannual installments, as hereinafter provided, an amount equal to 36.8955% of the Purchase Price of the Equipment or \$649,915.00, whichever is less (herein called the Conditional Sale Indebtedness).

If this Agreement shall have been assigned by the Seller, the obligation of the Vendee under subparagraph (a) of the preceding paragraph of this Article 3 shall be an unsecured obligation and the Seller shall not have any lien on or security interest in or claim against the Equipment or any part thereof with respect to such obligation.

Vendee will pay the principal amount at the office of Seller or at such other office as Seller may designate in twenty-three successive installments in accordance with the amortization schedule hereinafter described, which installments include interest on the unpaid balance at the rate of seven and one-half per cent (7.50%) per annum.

Promptly following the delivery and acceptance of the Equipment by Buyer's representatives, an amortization schedule will be attached hereto reflecting, cumulatively for all Equipment sold under this Agreement through such last sale date, a schedule of total installments, the distribution of principal curtailment and interest and the principal balance, all for each installment due date.

Article 4. Title to the Equipment. The Vendor shall and hereby does retain the full legal title to and property in the Equipment until the Vendee shall have made all of the payments hereunder and shall have kept and

performed all its agreements herein contained, notwithstanding the delivery of the Equipment to and the possession and use thereof by the Vendee or the Guarantor as herein provided.

When the Vendor shall have been paid the full amount of the Purchase Price of all of the Equipment, together with interest and all other payments as herein provided, and all the Vendee's obligations herein contained shall have been performed, absolute right to the possession of, title to and property in the Equipment shall pass to and vest in the Vendee without further transfer or action on the part of the Vendor, except that the Vendor, if requested by the Vendee, will execute appropriate instruments confirming such passage to the Vendee of title to and property in the Equipment free of all liens, security interests and other encumbrances created or retained hereby and deliver such instruments to the Vendee and will execute in the same manner and deliver for filing, recording or depositing in all necessary public offices such instrument or instruments in writing as may be necessary or appropriate in order then to make clear upon the public records the title of the Vendee to the Equipment.

The Vendee hereby waives and releases any and all rights existing or that may be acquired in or to the payment of any penalty, forfeit or damages for failure to execute and deliver such instruments or to file any certificate of payment in compliance with any law or statute requiring the filing of the same, except for failure to execute and delivery such instruments or to file such certificate within a reasonable time after written demand of the Vendee.

Article 5. Maintenance. Vendee will cause the Equipment to be kept in good condition and free from liens, will pay promptly all taxes and assessments upon it with respect to its use, and will not dispose of or encumber it except that Vendee may lease its use to others.

Article 6. Default. The occurrence of any of the following shall be a default hereunder: (a) failure of Vendee to perform any of its obligations, (b) Vendee's dissolution or liquidation, or (c) institution of any proceeding in bankruptcy or receivership or insolvency, by or against Vendee or its property. In the event of default, Seller shall have the right to (i) declare all unpaid installments immediately due and (ii) enter upon any premises and without breach of the peace take possession of the equipment. If Seller repossesses the equipment, Seller shall have the right to rent it or dispose of it by public or private sale. The proceeds of sale, less all expenses, will be credited against the amount due hereunder and

Vendee will be liable for any deficiency, except as limited by Article 7 hereof. All of Seller's rights hereunder are cumulative, and no waiver of any default shall affect any later default.

Article 7. Limitation of Liability of Vendee. Seller agrees, for itself and its successors and assigns, that Vendee shall not be liable for the payment of the sums due hereunder and that Seller will look solely to any lease rentals assigned to it or to the Equipment for the payment of the balance due to it hereunder.

Article 8. Non-Disturbance of Lessee. Seller agrees, for itself and its successors and assigns, that so long as the Lessee shall not be in default with respect to the payment of rentals and any other sums due under the Lease, Seller will not attempt to take possession of the Equipment or otherwise exercise any of its rights hereunder to the Equipment, and the Lessee shall have quiet enjoyment of the Equipment during the term of the Lease without interference by the Seller or its successors and assigns.

Article 9. Warranties. Seller makes no warranty or representation, either expressed or implied, as to the fitness, merchantability, design or condition of, or as to the quality of the material, equipment or workmanship in, the Equipment sold to Vendee hereunder, it being agreed that all such risks, as between Seller and Vendee, are to be borne by Vendee, but Seller hereby assigns to Vendee whatever warranties, claims and rights Seller may have as purchaser from the Guarantor.

Article 10. Obligations of Guarantor. The Guarantor for value received hereby unconditionally guarantees to the Vendor by endorsement (through its execution hereof) the due and punctual payment of that portion of the Purchase Price of the Equipment payable pursuant to subparagraph (b) of the third paragraph of Article 3 hereof and interest thereon and the due and punctual performance of all other obligations of the Vendee and the due and punctual payment of any and all sums payable by the Vendee under this Agreement (except for the obligations of the Vendee and sums payable by the Vendee pursuant to subparagraph (a) of the third paragraph of Article 3 hereof) when due, whether at stated maturity or by declaration or otherwise; and in case any such payments or obligations are not so made or performed the Guarantor agrees punctually to pay or perform the same irrespective of any enforcement against the Vendee of any of the rights of the Vendor hereunder.

The Guarantor hereby agrees that its obligations hereunder shall

be unconditional (and shall not be subject to any defense, setoff, counter-claims or recoupment whatsoever) irrespective of the genuineness, validity, regularity or enforceability of this Agreement or any other circumstance which might otherwise constitute a legal or equitable discharge of a surety or guarantor and irrespective of any circumstances which might otherwise limit the recourse of the Vendor to the Vendee. The Guarantor hereby waives diligence, presentment, demand or payment, protest, any notice of any assignment hereof in whole or in part or of any default hereunder and all notices with respect to this Agreement and all demands whatsoever hereunder. No waiver by the Vendor of any of its rights hereunder and no action by the Vendor to enforce any of its rights hereunder or failure to take, or delay in taking, any such action shall affect the obligations of the Guarantor hereunder.

In the event that the Guarantor shall make any payments to the Vendor on account of its guaranty hereunder, the Guarantor hereby covenants and agrees that it shall not acquire any rights, by subrogation or otherwise, against the Vendee or with respect to any of the units of the Equipment by reason of such payments, all such rights being hereby irrevocably released, discharged and waived by the Guarantor; provided, however, that after the payment by the Guarantor to the Vendor of all sums payable under this Agreement, the Guarantor shall, by subrogation, be entitled to the rights of the Vendor against the Vendee by reason of such payment, to the extent, but only to the extent, that the Vendee has received income and proceeds from the Equipment and has not applied amounts equal to such income and proceeds to the payment, in accordance with this Agreement of sums payable by the Vendee to the Vendor hereunder.

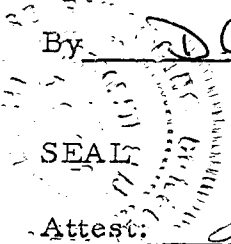
Article 11. Miscellaneous. (a) Subject to the provisions of Article 7 hereof, loss or damage to the Equipment will not release Vendee. (b) This Agreement binds and is for the benefit of Vendee and Seller and their respective successors and assigns. (c) If any part of this Agreement is adjudged invalid, the remainder will not thereby be invalidated. (d) This writing contains the full, final and exclusive statement of the Agreement of the parties. (e) Notice to Vendee shall be deemed to have been given to it when sent to Vendee's address at One Wynnewood Road, Wynnewood, Pennsylvania. (f) Seller and its successors and assigns are hereby appointed attorneys-in-fact to do all acts and things which Seller or its successors and assigns may deem necessary to perfect, and continue perfected, the security interest created by this Agreement and to protect the Equipment. (g) If the services of any attorney be employed for the enforcement of any of the obligations of the Vendee, or of the rights of the Seller, either by suit or otherwise, Vendee agrees to pay reasonable attorneys' fees, and



suit may be instituted by Seller, or its successors and assigns, in any county, city or township of the Commonwealth of Pennsylvania, and Vendee, or anyone claiming under Vendee, hereby waives the right to move for a change of the place of trial, and agrees that such suit may be tried in the county, city and/or township where instituted, and Vendee hereby appoints Morgan, Lewis & Bockius, attorneys, as agent for service of process upon it in connection with any suit suit.

Executed as of the day and year first above written.

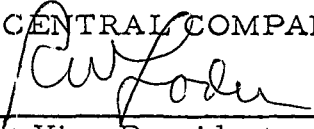
LEASE FINANCING CORPORATION

By  Charles Yennitha  
President


SEAL

Attest: Jelly Lewis  
Assistant Secretary

PENN CENTRAL COMPANY

By   
Ass't Vice President

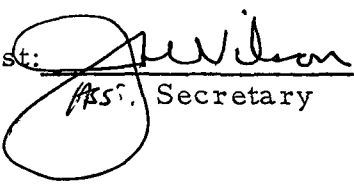
SEAL

Attest:   
Ass't Secretary

FRAZER LEASING CORPORATION

By Louis E. Gelman  
Vice President

SEAL

Attest:   
Ass't Secretary

BILL OF SALE

PENN CENTRAL COMPANY (hereinafter referred to as the "Seller") hereby acknowledges that for and in consideration of One Dollar and other valuable consideration in full payment for the railroad equipment hereinafter specified, receipt of which is hereby acknowledged, the Seller has sold, assigned, transferred and set over to LEASE FINANCING CORPORATION (hereinafter referred to as the "Buyer") the following railroad equipment:

<u>No. of Units</u>	<u>Description</u>	<u>Cost</u> <u>Unit/Total</u>	<u>Numbers</u>
335	40' box cars	\$3500/\$1,172,500	137946 to 138280
50	40' box cars to be converted to transfer cabooses	\$1700/\$85,000	182 65 to 18 314
41	Cabin Cars	\$4000/\$164,000	22874, 22875, 23021 to 23033, 23233 to 23248, 23249, 23254 to 23262
200	40' box cars to be converted to 50' box cars	\$1700/\$340,000	164450 to 164649

This Bill of Sale is executed and delivered for the purpose of confirming and evidencing the transfer of title to said railroad equipment to the Buyer at the time and place of delivery of said railroad equipment.

The Seller hereby warrants that at the time of delivery of said railroad equipment to the Buyer, Seller had legal title to said railroad equipment and good and lawful right to sell the same and that title to said railroad equipment was at the time of delivery of said railroad equipment to the Buyer free of all claims, liens and encumbrances of any nature.

IN WITNESS WHEREOF, Penn Central Company has caused this instrument to be signed in its name by a duly authorized officer of said corporation and its corporate seal to be hereunto affixed by the Assistant Secretary of said corporation this            day of November, 1968.

PENN CENTRAL COMPANY

SEAL

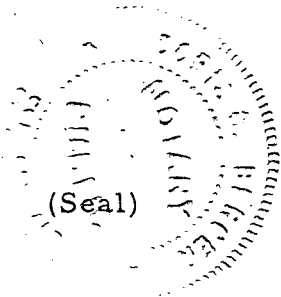
By \_\_\_\_\_  
Treasurer

Attest: \_\_\_\_\_  
Assistant Secretary

State of Pennsylvania  
County of Montgomery

: ss.:  
:

On this 25th day of November, 1968, before me personally appeared Louis A. Zehner, Jr., to me personally known, who, being by me duly sworn, says that he is a Vice President of Frazer Leasing Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



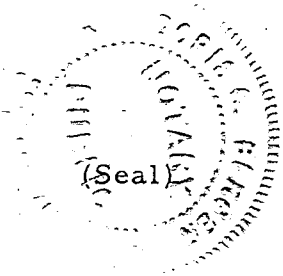
Louis C. Berger  
Notary Public

My Commission Expires 5/25/70

State of Pennsylvania  
County of Montgomery

: ss.:  
:

On this 25th day of November, 1968, before me personally appeared D. Charles Merriwether, to me personally known, who, being by me duly sworn, says that he is the President of Lease Financing Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Louis C. Berger  
Notary Public

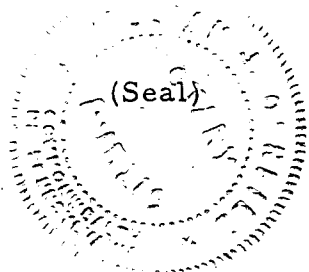
My Commission Expires 5/25/70

STATE OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

: ss.:  
:

On this 25<sup>th</sup> day of November, 1968, before me personally appeared **R. W. LODER** to me personally known, who, being by me duly sworn, says that he is an *Asst.* **VICE-PRESIDENT** of PENN CENTRAL COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

William J. O'Neill  
Notary Public



My Commission Expires

**WILLIAM J. O'NEILL**

Notary Public, Philadelphia, Philadelphia Co.

My Commission Expires June 26, 1972

## ANNEX B

LEASE OF RAILROAD EQUIPMENT, dated as of November 20, 1968, between FRAZER LEASING CORPORATION, a Pennsylvania corporation (hereinafter called the Lessor), and PENN CENTRAL COMPANY, a Pennsylvania corporation (hereinafter called the Lessee).

WHEREAS, the Lessor and the Lessee have entered into a Conditional Sale Agreement (hereinafter called the Conditional Sale Agreement) with Lease Financing Corporation, as Seller (the term Seller or Vendor, as used herein, being deemed to have the respective meanings set forth in Article 27 of the Conditional Sale Agreement), wherein the Seller has agreed to sell and deliver to the Lessor the railroad equipment described in Schedule A hereto and in Annex A to the Conditional Sale Agreement; and

WHEREAS, the Vendor has entered into a Railroad Equipment Reconstruction Agreement (hereinafter called the Reconstruction Agreement) with Penn Central Company as the rebuilder (hereinafter in such capacity called the Rebuilder) for the reconstruction of such railroad equipment; and

WHEREAS, the Lessee desires to lease all the items of said equipment or such lesser number as are delivered and accepted and settled for under the Conditional Sale Agreement on or prior to December 31, 1968 (hereinafter called the Units), at the rentals and for the terms and upon the conditions hereinafter provided;

NOW, THEREFORE, in consideration of the premises and of the rentals to be paid and the covenants hereinafter mentioned to be paid and the covenants hereinafter mentioned to be kept and performed by the Lessee, the Lessor hereby leases the Units to the Lessee upon the following terms and conditions but, upon default of the Lessee hereunder, subject to all the rights and remedies of the Vendor under the Conditional Sale Agreement:

1. Delivery and Acceptance of Units. The Lessor will cause each Unit to be tendered to the Lessee at the point or points within the United States of America at which such Unit is delivered to the Lessor under the Reconstruction Agreement. Upon such tender, the Lessee will cause an authorized representative of the Lessee to inspect the same and if such Unit is found to be in good order to accept delivery of such Unit and to execute and deliver to the Lessor and to the Seller a certificate of acceptance (hereinafter called the "Certificate of Delivery"); whereupon such Unit shall be deemed to have been delivered to and accepted by the Lessee and shall be subject thereafter to all the terms and conditions of this Lease.

2. Rentals. The Lessee agrees to pay to the Lessor as rental for each Unit subject to this Lease 24 consecutive semi-annual payments, payable on January 1 and July 1 of each year commencing July 1, 1969. The first six such

semi-annual payments shall be in an amount equal to 3.2619% of the Purchase Price (as such term is defined in the Conditional Sale Agreement) of each Unit subject to this Lease; and the last 18 of which shall each be in an amount equal to 6.5634% of the Purchase Price of each such Unit. If any of the payment dates referred to above is not a business day, the payment shall be payable on the next succeeding business day.

The Lessor irrevocably agrees that all payments provided for in this Lease to be made to the Lessor shall be paid in immediately available funds in Philadelphia to the account of the Lessor, care of The Fidelity Bank, Broad and Walnut Streets, Philadelphia, Pennsylvania 19109, attention of Joseph F. McDonald, Assistant Vice President, and shall be applied by such Bank toward the satisfaction of the obligations of the Lessor under the Conditional Sale Agreement accrued at the time such payments are due hereunder, and any balance shall be paid to the Lessor.

The Lease is a net lease and the Lessee shall not be entitled to any abatement of rent, reduction thereof or setoff against rent, including, but not limited to, abatements, reductions or setoffs due or alleged to be due to, or by reason of, any past, present or future claims of the Lessee against the Lessor under this Lease or any Vendor or otherwise; nor except as otherwise expressly provided herein, shall this Lease terminate, or the respective obligations of the Lessor or the Lessee be otherwise affected, by reason of any defect in or damage to or loss of possession or loss of use of or destruction of all or any of the Units from whatsoever cause, the prohibition of or other restriction against Lessee's use of all or any of the Units, the interference with such use by any private person or entity, the invalidity or unenforceability or lack of due authorization of this Lease, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the rents and other amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Lease.

3. Terms of Lease. The term of this Lease as to each Unit shall begin on the date of the delivery to and acceptance by the Lessee of such Unit and, subject to the provisions of §§6, 9 and 12 hereof, shall terminate on the date on which the final semi-annual payment of rent in respect thereof is due hereunder.

Notwithstanding anything to the contrary contained herein all rights and obligations under this Lease and in and to the Units, upon default by the Lessee hereunder, are subject to the rights of the Vendor under the Conditional Sale Agreement. If an event of default should occur under the Conditional Sale Agreement

and the Lessee is in default hereunder or under the Conditional Sale Agreement, the Vendor may terminate this Lease (or rescind its termination), all as provided in the Conditional Sale Agreement. If a Declaration of Default (as defined in the Conditional Sale Agreement) should be made under the Conditional Sale Agreement due to an event of default not occasioned by an act or omission of the Lessee hereunder or not attributable to the Lessee under the Conditional Sale Agreement, and if such Declaration of Default shall not have been rescinded by the Vendor within 30 days of the making thereof, or if the Vendor therefore has indicated either in writing to the Lessor or the Lessee or by the commencement of the remedies specified under Article 18 of the Conditional Sale Agreement, that it will not rescind such Declaration of Default, the Lessee, without penalty under this Lease, may, but shall not be obligated to terminate this Lease.

4. Identification Marks. The Lessee will cause each Unit of railroad rolling stock to be kept numbered with the identifying number set forth in Annex A to the Conditional Sale Agreement and will keep and maintain, plainly, distinctly, permanently and conspicuously marked on each such Unit, in letters not less than one inch in height, the following words:

"The Fidelity Bank, Philadelphia, Pa., Agent-Owner"

or other appropriate words designated by the Lessor, with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the title of the Lessor or the Vendor to such Unit and the rights of the Lessor under this Lease and of the Vendor under the Conditional Sale Agreement. The Lessee will not place any such Unit in operation or exercise any control or dominion over the same until such names and word or words shall have been so marked on both sides thereof and will replace promptly any such names and word or words which may be removed, defaced or destroyed. The Lessee will not change the identifying number of any Unit except in accordance with a statement of new identifying numbers to be substituted therefore which statement previously shall have been filed with the Vendor and the Lessor by the Lessee and filed, recorded or deposited in all public offices where this Lease will have been filed, recorded or deposited.

Except as above provided, the Lessee will not allow the name of any person, association or corporation to be placed on the Units as a designation that might be interpreted as a claim of ownership; provided, however, that the Lessee may cause the Units to be lettered with the names or initials or other insignia customarily used by the Lessee or its affiliates on railroad equipment used by them of the same or a similar type for convenience of identification of their rights to use the Units as permitted under this Lease.

5. Taxes. All payments to be made by the Lessee hereunder will be free of expense to the Lessor for collection or other charges and will be free of expense to the Lessor with respect to the amount of any local, state, federal, Mexican or Canadian (Dominion or Provincial) taxes (other than any United States federal income tax or Mexican or Canadian Dominion or Provincial income tax (to the extent that the Lessor receives credit therefor against its United States federal income tax)

payable by the Lessor in consequence of the receipt of payments provided herein and other than the aggregate of all state or city income taxes or franchise taxes payable to any jurisdiction in the United States measured by net income based on such receipts, up to the amount of any such taxes which would be payable to the state and city in which the Lessor has its principal place of business without apportionment to any other state, except any such tax which is in substitution for or relieves the Lessee from the payment of taxes which it would otherwise be obligated to pay or reimburse as herein provided), assessments or licenses (and any charges, fines or penalties in connection therewith) hereafter levied or imposed upon or in connection with or measured by, this Lease or any sale, rental, use, payment, shipment, delivery or transfer of title under the terms hereof or the Conditional Sale Agreement, all of which expenses, taxes, assessments, licenses, charges, fines and penalties (hereinafter called "impositions") the Lessee assumes and agrees to pay on demand in addition to the payments to be made by it provided for herein. The Lessee will also pay promptly all impositions which may be imposed upon any Unit or for the use or operation thereof or upon the earnings arising therefrom or upon the Lessor solely by reason of its ownership thereof and will keep at all times all and every part of such Unit free and clear of all impositions which might in any way affect the title of the Lessor or result in a lien upon any such Unit; provided, however, that the Lessee shall be under no obligation to pay any impositions so long as it is contesting in good faith and by appropriate legal proceedings such impositions and the nonpayment thereof does not, in the opinion of the Lessor, adversely affect the property or rights of the Lessor hereunder or under the Conditional Sale Agreement. If any impositions shall have been charged or levied against the Lessor directly and paid by the Lessor, the Lessee shall reimburse the Lessor on presentation of invoice therefor.

In the event that the Lessor shall become obligated to make any payment to the Vendor pursuant to Article 10 of the Conditional Sale Agreement not covered by the foregoing paragraph of this §5, the Lessee shall pay such additional amounts (which shall also be deemed "impositions" hereunder) to the Lessor as will enable the Lessor to fulfill completely its obligations to the Vendor pursuant to said Article 10.

In the event any reports with respect to impositions are required to be made on the basis of individual Units, the Lessee will either make such reports in such manner as to show the interests of the Lessor and the Vendor in such Units or will notify the Lessor and the Vendor of such requirement and will make such reports in such manner as shall be satisfactory to the Lessor and the Vendor.

In the event that, during the continuance of this Lease, the Lessee becomes liable for the payment or reimbursement of any impositions, pursuant to this 5, such liability shall continue, notwithstanding the expiration of this Lease, until all such impositions are paid or reimbursed by the Lessee.



6. Payment for Casualty Occurrences and Economic Obsolescence.

In the event that any Unit shall be or become worn out, lost, stolen, destroyed or, in the opinion of Lessee, irreparably damaged, from any cause whatsoever or taken or requisitioned by condemnation or otherwise (such occurrences being hereinafter called Casualty Occurrences) during the term of this Lease the Lessee shall within twenty days after it shall have determined that such Unit has suffered a Casualty Occurrence fully inform the Lessor and the Vendor in writing in regard thereto, including in such information a statement of the causes of or reasons for such Casualty Occurrence. On the next succeeding rental payment date the Lessee shall pay to the Lessor in immediately available funds in Boston, Massachusetts, an amount equal to the accrued rental for such Unit to the date of such payment plus a sum equal to the Casualty Value, as hereinafter defined, of such Unit suffering a Casualty Occurrence as of the date of such payment in accordance with the schedule set out below. Upon the making of such payment by the Lessee in respect of any Unit, the rental for such Unit shall cease to accrue as of the date of such payment, the term of this Lease as to such Unit shall terminate and (except in the case of the loss, theft or complete destruction of such Unit) the Lessor shall be entitled to recover possession of such Unit. Following the giving of written notice of a Casualty Occurrence, the Lessee shall cooperate fully with the Lessor in seeking bids for the purchase of such Unit the Lessee shall be entitled to retain the proceeds of such sale up to an amount equal to the Casualty Value previously paid by the Lessee hereunder. Any excess of such proceeds over the Casualty Value previously paid by the Lessee shall be retained by the Lessor.

The Casualty Value of each Unit as of any rental payment date shall be an amount equal to that percentage of the Purchase Price of such Unit as is set forth in Column B of the following schedule opposite the number of such rental payment date.

CASUALTY VALUES  
(Stated as a Percentage of Equipment Cost)

A. Rental Payment No.	B. Casualty Value
1	103.10
2	103.08
3	103.07
4	103.05
5	103.04
6	103.03
7	100.52
8	97.21
9	93.78

A. Rental <u>Payment No.</u>	B. Casualty <u>Value</u>
10	90.22
11	86.52
12	82.69
13	78.71
14	74.59
15	70.31
16	65.87
17	61.26
18	56.48
19	51.52
20	46.38
21	41.04
22	35.50
23	29.75
24	23.79

Thereafter the Casualty Value of each Unit as of any rental payment date shall be the then Fair Market Value of such Unit.

Except as hereinabove in this §6 provided, the Lessee shall not be released from its obligations hereunder in the event of, and will bear the risk of, a Casualty Occurrence to any Unit after delivery to and acceptance thereof by the Lessee hereunder.

7. Annual Reports. On or before March 1 in each year commencing with the year 1970, the Lessee will cause to be furnished to the Lessor and the Vendor an accurate statement, as of the preceding January 1, (a) showing the amount, description and numbers of the Units then leased hereunder, the amount description and numbers of all Units that may have suffered a Casualty Occurrence during the preceding twelve months (or since the date of this Lease, in the case of the first such statement), and such other information regarding the condition and state of repair of the Units as the Lessor or the Vendor may reasonably request and (b) stating that, in the case of all Units repainted during the period covered by such statement, the markings required by §4 hereof and Article 9 of the Conditional Sale Agreement shall have been preserved or replaced.

The Lessor shall have the right at its sole cost and expense, by its authorized representatives, to inspect the Units and the Lessee's records with respect thereto, at such times as shall be reasonably necessary to confirm to the Lessor the existence and proper maintenance thereof during the continuance of this Lease.

8. Disclaimer of Warranties; Compliance with Laws and Rules; Maintenance; and Indemnification. The Lessor makes no warranty or representation, either express or implied, as to the design or condition of, or as to the quality of the material, equipment or workmanship in the Units delivered to the Lessee hereunder, and the Lessor makes no warranty of merchantability or fitness of the Units for any particular purpose or as to title to the Units or any component thereof, it being agreed that all such risks, as between the Lessor and the Lessee, are to be borne by the Lessee; but the Lessor hereby irrevocably appoints and constitutes the Lessee its agent and attorney-in-fact during the term of this Lease to assert and enforce from time to time in the name of and for account of the Lessor and/or the Lessee, as their interests may appear, whatever claims and rights the Lessor may have as vendee under the provisions of Article 14 of the Conditional Sale Agreement. Lessee's acceptance of delivery of the Units shall be conclusive evidence as between the Lessee and the Lessor that all Units described in the Certificate of Delivery are in all the foregoing respects satisfactory to the Lessee and the Lessee will not assert any claim of any nature whatsoever against the Lessor based on any of the foregoing matters.

The Lessee agrees, for the benefit of the Lessor and the Vendor, to comply during the term of this Lease in all respects with all laws of the jurisdictions in which operations involving the Units may extend and with all lawful rules of the Department of Transportation and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Units to the extent that such laws or rules affect the operation or use of the Units. In the event that such laws or rules require the alteration of the Units or in case any equipment or appliance on any such Unit shall be required to be changed or replaced, or in case any additional or other equipment or appliance is required to be installed on such Unit in order to comply with such laws, regulations, requirements and rules, the Lessee agrees to make such alterations, changes, additions and replacements at its own expense; and the Lessee will use, maintain and operate such Unit in full compliance with such laws, regulations, requirements and rules so long as it is subject to this Lease; provided, however, that the Lessee may, in good faith, contest the validity or application of any such law or rule in any reasonable manner which does not in the opinion of the Lessor or the Vendor, adversely affect the property or rights of the Lessor or such Vendor hereunder or under the Conditional Sale Agreement.

The Lessee agrees that, at its own cost and expense, it will maintain and keep each Unit which is subject to this Lease in good order and repair.

Any and all additions to any Unit and any and all parts installed on or replacements made to any Unit, but only if such additions or parts (other than replacements) are necessary to the operation of the Equipment as Locomotives, shall be considered accessions to such Unit and, at the cost and expense of the Lessee, full ownership thereof free of any lien, charge, security interest or encumbrance (except for those created by the Conditional Sale Agreement) shall immediately be vested in the Lessor and the Vendor as their respective interests shall appear in the Unit itself.

The Lessee agrees to indemnify and save harmless the Lessor and the Vendor against any charge or claim made against the Lessor or the Vendor, and against any expense, loss or liability (including but not limited to counsel fees and expenses, patent liabilities, penalties and interest and any other liability which the Lessor may have under Articles 14 and 15 of the Conditional Sale Agreement) which the Lessor or the Vendor may incur in any manner by reason of entering into or the performance of the Conditional Sale Agreement or this Lease or by reason of the ownership of any Unit, or which may arise in any manner out of or as a result of the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any Unit under this Lease. The Lessee further agrees to indemnify and save harmless the Lessor and the Vendor against any charge, claim, expense, loss or liability (including but not limited to counsel fees and expenses, penalties and interest) on account of any accident in connection with the operation, use, condition, possession or storage of any Unit resulting in damage to property or injury to any person. The indemnities arising under this paragraph shall survive payment of all other obligations under this Lease or the termination of this Lease.

The Lessee agrees to prepare and deliver to the Lessor within a reasonable time prior to the required date of filing (or, to the extent permissible, file on behalf of the Lessor) any and all reports to be filed by the Lessor with any federal, state or other regulatory authority by reason of the ownership by the Lessor or the Vendor of the Units or the leasing thereof to the Lessee.

9. Default. If, during the continuance of this Lease, one or more of the following events (hereinafter sometimes called "Events of Default") shall occur:

A. default shall be made in the payment of any part of the rental provided in §2 hereof and such default shall continue for five days;

- B. the Lessee shall make or permit any unauthorized assignment of transfer of this Lease or of possession of the Units, or any thereof;
- C. default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the Lessee contained herein or in the Conditional Sale Agreement and such default shall continue for 25 days after written notice from the Lessor or the Vendor to the Lessee specifying the default and demanding that the same be remedied;
- D. any proceedings shall be commenced by or against the Lessee for any relief under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extensions (other than a law which does not permit any readjustment of the obligations of the Lessee hereunder or under the Conditional Sale Agreement), and unless such proceedings shall have been discontinued, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all the obligations of the Lessee under this Lease and under the Conditional Sale Agreement shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed for the Lessee or for the property of the Lessee in connection with any such proceedings or otherwise given a status comparable to obligations incurred by such a trustee or trustees or receiver or receivers, within 30 days after such appointment, if any, or 60 days after such proceeding shall have been commenced, whichever shall be earlier; or
- E. a petition for reorganization under Section 77 of the Bankruptcy Act, as now constituted or as said Section 77 may be hereafter amended, shall be filed by or against the Lessee and, unless such petition shall be dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all the obligations of the Lessee under the Conditional Sale Agreement and this Lease shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees appointed in such proceedings in such manner that such obligations shall have the same status as obligations incurred by such trustee or trustees, within 30 days after such appointment, if any, or

60 days after such petition shall have been filed, whichever shall be earlier;

then, in any such case, the Lessor, at its option, may:

(a) proceed by appropriate court action or actions either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof (including expenses and the fees and expenses of counsel sustained by Lessor by reason of such a breach); or

(b) by notice in writing to the Lessee terminate this Lease, whereupon all rights of the Lessee to the use of the Units shall absolutely cease and determine as though this Lease had never been made, but the Lessee shall remain liable as hereinafter provided; and thereupon the Lessor may by its agents enter upon the premises of the Lessee or other premises where any of the Units may be and take possession of all or any of such Units and thenceforth hold, possess and enjoy the same free from any right of the Lessee, or its successors or assigns, to use the Units for any purposes whatever; but the Lessor shall, nevertheless, have a right to recover from the Lessee any and all amounts which under the terms of this Lease may then be due or which may have accrued to the date of such termination (computing the rental for any number of days less than a full rental period by multiplying the rental for such full rental period by a fraction of which the numerator is such number of days and the denominator is the total number of days in such full rental period) and also to recover forthwith from the Lessee (i) as damages for loss of the bargain and not as a penalty, a sum, with respect to each Unit, which represents the excess of (x) the present value, at the time of such termination, of the entire unpaid balance of all rentals for such Unit which would otherwise have accrued hereunder from the date of such termination to the end of the term of this Lease as to such Unit over (y) the then present value of the rentals which the Lessor reasonably estimates to be obtainable for the use of the Unit during such period, such present value to be computed in each case on a basis of a 6 % per annum discount compounded semiannually from the respective dates upon which rentals would have been payable hereunder had this Lease not been terminated, (ii) any damage, other than for the payment of rental, and expenses, including reasonable attorneys' fees, in addition thereto which the Lessor shall have sustained by reason of the breach of any covenant or covenants of this Lease and including without limitation, (iii) an amount which, after deduction of all taxes required to be paid by the Lessor in

respect of the receipt thereof under the laws of the United States or any political subdivision thereof, shall be equal to any portion of the investment credit allowed by Section 38 of the Internal Revenue Code of 1954, as amended, lost by the Lessor as a result of the sale or other disposition of the Lessor's interest in any Unit after the occurrence of an Event of Default.

The remedies in this Lease provided in favor of the Lessor shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in their favor existing at law or in equity. The Lessee hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify the remedies herein provided, to the extent that such waiver is permitted by law. The Lessee hereby waives any and all existing or future claims to any offset against the rental payments due hereunder, and agrees to make rental payments regardless of any offset or claim which may be asserted by the Lessee or on its behalf.

The failure of the Lessor to exercise the rights granted it hereunder upon the occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies.

10. Return of Units Upon Default. If this Lease shall terminate pursuant to §9 hereof, the Lessee shall forthwith deliver possession of the Units to the Lessor. For the purpose of delivering possession of any Unit or Units to the Lessor as above required, the Lessee shall at its own cost, expense and risk:

- A. forthwith place such Units upon such storage tracks of the Lessee as the Lessor reasonably may designate,
- B. permit the Lessor to store such Units on such tracks at the risk of the Lessee until such Units have been sold, leased or otherwise disposed of by the Lessor, and
- C. transport the same to any place on the lines of railroad operated by it or any of its affiliates or to any connecting carrier for shipment, all as directed by the Lessor.

The assembling, delivery, storage and transporting of the Units as hereinbefore provided shall be at the expense and risk of the Lessee and are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to assemble, deliver, store and transport the Units. During any storage period, the Lessee will permit the Lessor or any person designated by it, including the authorized representative

or representatives of any prospective purchaser of any such Unit to inspect the same; provided, however, that the Lessee shall not be liable, except in the case of negligence of the Lessee or of its employees or agents, for any injury to, or the death of, any person exercising, either on behalf of the Lessor or any prospective purchaser, the rights of inspection granted under this sentence.

Without in any way limiting the obligation of the Lessee under the foregoing provisions of this §10, the Lessee hereby irrevocably appoints the Lessor as the agent and attorney of the Lessee, with full power and authority, at any time while the Lessee is obligated to deliver possession of any Unit to the Lessor, to demand and take possession of such Unit in the name and on behalf of the Lessee from whosoever at the time shall be in possession of such Unit.

11. Assignment; Possession and Use. This Lease shall be assignable in whole or in part by the Lessor without the consent of the Lessee, but the Lessee shall be under no obligation to any assignee of the Lessor except upon written notice of such assignment from the Lessor. Unless the Lessee otherwise consents, all rentals and other payments made hereunder shall be paid by the Lessee to the account of the Lessor, care of The Fidelity Bank

(or to any assignee of said Bank made pursuant to Section 6 of an Agreement and Assignment between the Seller and said Bank dated as of November 1, 1968, under which the Conditional Sale Agreement is being assigned to said Bank) attention of Joseph F. McDonald, Assistant Vice President, and shall be applied by such Bank to satisfy the obligations of the Lessor as Vendee under the Conditional Sale Agreement accrued at the time such payments are due hereunder, and any balance shall be paid to the Lessor.

So long as the Lessee shall not be in default under this Lease, or as Guarantor under the Conditional Sale Agreement, the Lessee shall be entitled to the possession and use of the Units in accordance with the terms of this Lease, but, without the prior written consent of the Lessor, the Lessee shall not assign or transfer its leasehold interest under this Lease in the Units or any of them. In addition, the Lessee, at its own expense, will promptly pay or satisfy and cause to be duly discharged any and all sums claimed by any party by through or under the Lessee or its successors or assigns which, if unpaid, might become a lien, charge, security interest or other encumbrance upon any Unit including any accession thereto equal to or superior to the interests of the Vendor and the Lessor therein (other than an encumbrance resulting from claims against the Lessor or the Vendor not related to the ownership of the Units); but the Lessee shall not be required to pay, satisfy or cause to be discharged any such claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner and the nonpayment thereof does not, in the opinion of the Vendor or the Lessor, adversely affect the property or right of the Vendor or the Lessor in such Units. The Lessee shall not, without the prior written consent of the Lessor, part with the possession or control of, or suffer or allow to pass out of its possession or control, any of the Units, except to the extent permitted by the provisions of



the next succeeding paragraph hereof.

So long as the Lessee shall not be in default under this Lease, the Lessee shall be entitled to the possession of the Units and to the use thereof upon its lines of railroad or upon lines of railroad over which the Lessee has trackage or other operating rights or over which railroad equipment of the Lessee is regularly operated pursuant to contract, and also to permit the use of the Units upon other railroads in the usual interchange of traffic (if such interchange is customary at the time), but only upon and subject to all the terms and conditions of this Lease and the Conditional Sale Agreement.

Nothing in this §11 shall be deemed to restrict the right of the Lessee to assign or transfer its leasehold interest under this Lease in the Units or possession of the Units to any corporation (which shall have duly assumed the obligations of the Lessee hereunder and under the Conditional Sale Agreement) into or with which the Lessee shall have become merged or consolidated or which shall have acquired the property of the Lessee as an entirety or substantially as an entirety.

The Lessee agrees that during the term of this Lease the Lessee will not assign any Unit to service involving the regular operation and maintenance thereof outside the United States of America and that during such term any use of any Unit outside the United States of America will be limited to incidental and temporary use in Mexico and Canada.

12. Purchase or Renewal Option. Provided that this Lease has not been earlier terminated and the Lessee is not in default hereunder, the Lessee shall have the option (1) to purchase all but not fewer than all the Units then covered by this Lease at the end of the original term thereof for a purchase price equal to the "Fair Market Value" as of the end of such term or (2) to extend the term of this Lease for an extended term of at least five years in respect of all, but not fewer than all, the Units then covered by this Lease at a rental for such extended term (equal to the "Fair Rental Value" of such Units as of the end of such original term in each case payable in ten equal semiannual payments). Either of such options is to be exercised by written notification from the Lessee to the Lessor received at least six months prior to the expiration of the original term of this Lease.

Fair Market Value shall be determined on the basis of, and shall be equal in amount to, the value which would obtain in an arm's length transaction between an informed and willing buyer-user (other than (i) a lessee currently in possession and (ii) a used equipment dealer) and an informed and willing seller under no compulsion to sell and, in such determination, costs of removal from the location of current use shall not be a deduction from such value. Fair Rental Value shall be determined on the basis of, and shall be equal in amount to,

the rental which would obtain in an arm's length transaction between an informed and willing lessee-user (other than a lessee currently in possession) and an informed and willing lessor under no compulsion to lease, and in such determination costs of removal from the location of current use shall not be a deduction from such rental.

If on or before four months prior to the expiration of the original term hereof, the Lessor and the Lessee are unable to agree upon a determination of the Fair Market Value (or Fair Rental Value) of the Units, such value(s) shall be determined in accordance with the foregoing definition, by a qualified independent Appraiser. The term Appraiser shall mean such independent appraiser as the Lessor and the Lessee may mutually agree upon, or, failing such agreement, a panel of three independent appraisers, one of whom shall be selected by the Lessor, the second by the Lessee and the third designated by the first two so selected, (in which event the determination of value shall be by majority vote). The Appraiser shall be instructed to make such determination within a period of 30 days following appointment, and shall promptly communicate such determination in writing to the Lessor and the Lessee. The determination so made shall be conclusively binding upon both Lessor and Lessee. The expenses and fee of the Appraiser shall be borne by the Lessee.

13. Return of Units upon Expiration of Terms. As soon as practicable on or after the expiration of the term of this Lease, the Lessee will (unless the Units are sole to the Lessee), at its own cost and expense, at the request of the Lessor, deliver possession of any Units to the Lessor upon such storage tracks of the Lessee as the Lessee may designate and permit the Lessor to store such Unit on such tracks for a period not exceeding three months and transport the same, at any time within such three-month period, to any reasonable place on the lines of railroad operated by the Lessee or to any connecting carrier for shipment, all as directed by the Lessor; the movement and storage of the Units to be at the expense and risk of the Lessee. During any such storage period the Lessee will permit the Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of any such Unit, to inspect the same; provided, however, that the Lessee shall not be liable except in the case of negligence of the Lessee or of its employees or agent, for any injury to, or the death of, any person exercising, either on behalf of the Lessor or any prospective purchaser, the rights of inspection granted under this sentence. The assembling, delivery, storage and transporting of the Units as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises, the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to assemble, deliver, store and transport the Units. If Lessor shall elect to abandon any Unit which has suffered a Casualty Occurrence or which, after the expiration of this Lease, the Lessor shall have deemed to have suffered a Casualty Occurrence, it may deliver written notice to such effect to the Lessee and the Lessee shall thereupon assume, and hold the Lessor harmless from all liability arising in respect of any responsibility of ownership thereof, from and after receipt of such notice.

14. Opinion of Counsel. Concurrently with the execution and delivery of this Lease, the Lessee will deliver to the Lessor two counterparts of the written opinion of counsel for the Lessee, addressed to the Lessor, in scope and substance satisfactory to the Lessor and its counsel, to the effect that:

- a. the Lessee is a corporation legally incorporated and validly existing, in good standing, under the laws of the Commonwealth of Pennsylvania, with adequate corporate power to enter into this Lease;
- b. this Lease has been duly authorized, executed and delivered by the Lessee and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms;
- c. this Lease has been duly filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act.
- d. no approval is required from any public regulatory body with respect to the Lessee's entering into or performance of this Lease;
- e. the entering into and performance of this Lease by the Lessee will not result in any breach of, or constitute a default under any indenture, mortgage, deed of trust, bank loan or credit agreement or other agreement or instrument to which the Lessee is a party or by which it may be bound;
- f. no mortgage, deed of trust, or other lien of any nature whatsoever which now covers or affects, or which may hereafter cover or affect any property or interest therein of the Lessee, now attaches or hereinafter will attach to the Units or in any manner affects or will affect adversely the Lessor's right, title and interest therein; provided, however, that such liens may attach to the rights of the Lessee hereunder in and to the Units.

15. Recording; Expenses. Prior to the delivery and acceptance of the Units, the Lessee will cause this Lease, the Conditional Sale Agreement and any assignment hereof or thereof to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act. The Lessee will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register, record and deposit (and will refile, reregister, rerecord or redeposit whenever required) any and all further instruments required by law or reasonably requested by the Lessor for the purpose of proper protection, to the satisfaction of the

Lessor, of the Vendor's and the Lessor's respective interests in the Units, or for the purpose of carrying out the intention of this Lease or the Conditional Sale Agreement.

The Lessee will pay the reasonable costs and expenses involved in the preparation and printing of this Lease. In addition, the Lessee will pay to the Lessor an amount equal to all payments which the Lessor is required to make under Article 22 of the Conditional Sale Agreement. The Lessor and Lessee each will bear the respective fees and disbursements of any counsel which it may retain.

16. Interest on Overdue Rentals. Anything to the contrary herein contained notwithstanding, any nonpayment of rentals and other obligations due hereunder shall result in the obligation on the part of the Lessee promptly to pay also an amount equal to 8% per annum of the overdue rentals for the period of time during which they are overdue.

17. Notices. Any notice required or permitted to be given by either party hereto to the other shall be deemed to have been given when deposited in the United States certified mails, first-class postage prepaid, addressed as follows:

if to the Lessor, at One Wynnewood Road, Wynnewood, Pennsylvania;

if to the Lessee, at Six Penn Center Plaza, Philadelphia, Pennsylvania 19104;

or addressed to either party at such other address as such party shall hereafter furnish to the other party in writing.

18. Severability; Effect and Modification of Lease. Any provisions of this Lease which is prohibited or unenforceable in any jurisdiction, shall be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

This Lease exclusively and completely states the rights of the Lessor and the Lessee with respect to the Units and supersedes all other agreements, oral or written, with respect to the Units. No variation or modification of this Lease and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized officers of the Lessor and the Lessee.

19. Execution in Counterparts. This Lease may be executed in several counterparts, each of which so executed shall be deemed to be an original, and in each case such counterparts together shall constitute but one and the same instrument.

20. Law Governing. This Lease shall be construed in accordance with the laws of Pennsylvania; provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act and by the laws of any other jurisdiction in which this Lease is recorded.

IN WITNESS WHEREOF, the Lessor and the Lessee each have caused these presents to be signed in their respective corporate names or by duly authorized officers and their respective corporate seals hereunto to be affixed and duly attested.

FRAZER LEASING CORPORATION

by .....  
Vice President.

CORPORATE SEAL

Attest:

.....  
Secretary.

PENN CENTRAL COMPANY,

by .....  
Assistant Vice President

CORPORATE SEAL

Attest:

.....  
Assistant Secretary

SCHEDULE A

<u>Description</u>	<u>No. of Units</u>	<u>Purchase Price Unit/Total</u>	<u>Reconstruction Price</u>	<u>Total Base Price</u>
40' Box Cars to transfer cabooses- Penn Central Nos. 18265 to 18291 incl.	17	\$1700/28,900	\$13,478/229,126	\$15,178/258,026
40' Box Cars to 50' Box Cars-Penn Central Nos. 164450 to 164649 incl.	200	\$1700/340,000	\$7900/1,580,000	\$9,600/1,920,000
40' Box Cars rebuilt Penn Central Nos. 137946 to 138012 incl.	67	\$3500/234,500	\$5700/381,900	\$9200/616,400
Total		<u>\$603,400</u>	<u>\$2,191,026</u>	<u>\$2,794,426</u>

All of the above cars are to be delivered to Vendee at the Altoona, Pennsylvania shops of Penn Central Company during November and December, 1968.

COMMONWEALTH OF PENNSYLVANIA:

ss.

COUNTY OF MONTGOMERY :

On the            day of December, 1968, before me personally appeared Louis A. Zehner, Jr., to me personally known, who, being by me duly sworn, says that he is Vice President of FRAZER LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

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Notary Public

SEAL

My commission expires: 5/25/70

COMMONWEALTH OF PENNSYLVANIA:

ss.

COUNTY OF PHILADELPHIA :

On this            day of December, 1968, before me personally appeared            , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President Investments of PENN CENTRAL COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

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Notary Public

SEAL

My commission expires: